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MAYOR

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COMMISSIONER



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CITY OF YONKERS  
DEPARTMENT OF PARKS, RECREATION AND CONSERVATION  
HOLD HARMLESS

THE CONTRACTOR AGREES TO PROTECT, DEFEND, INDEMNIFY AND HOLD THE CITY OF YONKERS, ET AL AND IT'S EMPLOYEES FREE AND HARMLESS FROM AND AGAINST ANY AND ALL LOSSES, CLAIMS, LIENS, DEMANDS AND CAUSES OF ACTION OF EVERY KIND AND CHARACTER, INCLUDING, BUT NOT LIMITED TO, THE AMOUNT OF JUDGEMENTS, PENALTIES, INTEREST COURT COSTS AND LEGAL FEES INCURRED BY THE CITY OF YONKERS, ET AL ARISING IN FAVOR OF ANY PARTY INCLUDED IN CLAIMS, LIENS, DEBTS, PERSONAL INJURIES, INCLUDING EMPLOYEES OF THE CITY, DEATH OR DAMAGE TO PROPERTY, INCLUDING PROPERTY OF THE CITY, AND WITHOUT LIMITAION BY ENUMERATION, ALL OTHER CLAIMS OR DEMANDS OF EVERY CHARACTER OCCURRING OR IN ANY WAY INCIDENT TO THE ACTIVITY BEING HELD AT THE YONKERS RECREATION PIER.

THE CONTRACTOR AGREES AT ITS EXPENSE, TO INVESTIGATE, HANDLE, RESPOND TO, PROVIDE DEFENSE FOR AND DEFEND ANY CLAIM MADE AGAINST THE CITY, IN WHOLE OR PART, LIABLE AND AGREES TO BEAR ALL COST AND EXPENSES RELATED THERETO, EVEN IF SUCH CLAIM IS GROUNDLESS, FALSE OR FRAUDULENT.

\_\_\_\_\_  
NAME OF REPRESENTATIVE – PRINT

\_\_\_\_\_  
SIGNATURE OF REPRESENTATIVE

\_\_\_\_\_  
WITNESS – PRINT

\_\_\_\_\_  
DATE

CITY OF YONKERS  
DEPARTMENT OF PARKS, RECREATION AND CONSERVATION

CERTIFICATE OF INSURANCE CHECK LIST

Unless otherwise required by Special Conditions, the contractor will be required to purchase and maintain during the life of the contract, Comprehensive General Liability Insurance, Comprehensive Automobile Liability Insurance, and Workers' Compensation Insurance with limits of not less than those set forth below:

1. City of Yonkers must be named as co-insured.
2. Property Damage - \$1,000,000./ \$1,000,000. per occurrence.  
Bodily Injury - \$1,000,000./ \$1,000,000. per occurrence.
3. A "Hold Harmless" agreement must be signed by an officer of your organization, dated and witnessed.
4. Cancellation clause to read sixty (60) days notice by Certified Mail Return Receipt Requested, will be given to the City of Yonkers (c/o Department of Parks, Recreation and Conservation) prior to date of cancellation.
5. A statement that the Insurance Company is licensed in New York State.
6. When a policy is issued solely in the name of the City of Yonkers the following premium responsibility clause is to be included: "The City of Yonkers will not be responsible for payment of the premium, which will be paid by the person for whose benefit the insurance is placed."
7. Copy of Certificate of Insurance and endorsement therein must be signed.  
Photocopies are not acceptable.
8. The providing of any insurance required herein does not relieve the contractor of any of the responsibilities or obligations assumed by the contractor in the contract awarded or for which the contractor may be liable by law or otherwise.
9. Failure to provide and continued in force such insurance as required above shall be deemed a material breach of the contract and shall operate as an immediate termination thereof.

Workers' Compensation Insurance:

Statutory coverage, including Employers' Liability coverage with a limit of at least \$1,000,000.